

City of Blue Ridge

480 West First Street • Blue Ridge, Georgia • (706) 632-2091

City Council Meeting

December 21, 2021

5:00 p.m.

City Hall

A G E N D A

- 1) Call Meeting to Order
- 2) Prayer and Pledge of Allegiance
- 3) Approval of Minutes from Previous Meeting
 - a) November 16, 2021 – City Council
 - b) December 7, 2021 – Public Hearing
 - c) December 7, 2021 – Special Called (employment approval)
- 4) Approval of Agenda or Motion to Amend Agenda (if applicable)

Public Comments (for all speakers who have signed up the previous week):

- 1) Cesar Martinez – DDA Update
- 2) Cesar Martinez – BRBA Update
- 3) Donna Thompson - Development
- 4) Richard Arnold – Rezoning on West Fain, Special Land Permit East 2nd
- 5) Richard Arnold – Kiker property

Action Agenda Items (Items requiring the approval of the Council):

- 1) Rezoning Request: Martin Velasques 51, 61, 71 West Fain Street. Proposed C2 (General Commercial) From R1 (Low Density Residential)
 - a) Allow Applicant 10-Minuties to Present His or Her Case.
 - b) Allow Opposing Parties 10-Minuties Collectively to Present His or Her Case.
 - c) Planning Commission Recommendation for First Public Hearing on December 7th, 2021.
- 2) Special land Use Permit / Short Term Rentals Request: Abigail Engles 529 East Second
 - a) Allow Applicant 10-Minuties to Present His or Her Case.
 - b) Allow Opposing Parties 10 Minutes Collectively to Present His or Her Case.
 - c) Planning Commission Recommendation for First Public Hearing on December 7th, 2021.
- 3) GDOT Hothouse Creek water line project – BH
- 4) ETC Service Agreement Renewal – DW
- 5) Water Plant Surveillance System – BH

City of Blue Ridge

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- 6) Budgeted Cost of Living Raises – DW
- 7) FEMA Determination Memo – DW
- 8) Sublease/ Blue Ridge Scenic Railway – DW
- 9) Resolution to adopt Hazard Mitigation Plan - AM
- 10) Robbman Scott Kiker and Wellington Ford 200 West 1st Street

Purchasing Approvals:

- 11) Go Green Spray Foam (Depot) – NF
- 12) Carter & Sloope – Invoice numbers 25822 and 25819 – BH
- 13) Stites Road (paving quotes) – JS
- 14) Mountain Tops Pump Station Emergency Repair Ratification – BH
- 15) Replacement for gutters on Baugh House – JS
- 16) Dye Electric Invoices - MR

Discussion Agenda Items (Items for discussion only):

- 17) Auditor Tacie Jo – 2020 Financial Statements - MR

Executive Session (if needed)

Adjournment

Summary from Planning Commission meeting held on December 7, 2021

1) Rezoning Request: Martin Velasquez, 51, 61 & 71 West Fain Street.

Proposed C2 (General Commercial} from R2 (Medium Residential).

a) Commission Discussion and Vote

Board member Mark Engledow made a motion to approve with general upgrades to the water and sewer be at the owner's expense.

Vice Chairwoman Cindy Trimble seconded the motion

MARY (X) MARK (M) CINDY (S) ANGIE (X)

Motion passed.

2) Special Land use Request: Abigail Engles, 529 East Second Street

a) Commission Discussion and Vote

Board member Mark Engledow stated if this was a residential neighborhood, he would be completely against it. Mr. Engledow stated he drove by the property and directly in front is a commercial building.

Chairman John Soave stated his concern is if they allow a special use permit for this property other people are going to come in and do the same. Chairman Soave advised he does not agree with the special use permit and stated there is a reason for the zoning lines.

Board member Angie Arp stated the people of Blue Ridge do not want the short-term rentals.

Board member Mary Foegelle made a motion to deny the request.

Vice Chairwoman Cindy Trimble seconded the motion.

MARY (M) MARK (X) CINDY (S) ANGIE (X)

Motion passed to deny.

11/18/2021

P.I. # 642170, Fannin County
Project Description: SR 60 at Hothouse Creek

Ref: OCGA 32-6-170 & 171 - Project Information
Notice to Proceed – Final Plans

Ladies and Gentlemen:

The subject project above is scheduled to be Let to contract in our January 2022 Letting. Electronic files of the construction plans and Environmental Commitments/Requirements Form (Green Sheet) have been placed on the GDOT's Secure File Transfer Protocol (SFTP) site for your use. Please contact the District Utilities Office if you do not have access to the SFTP site. Once the plans have been downloaded from the SFTP or received through the mail, the Department requests acknowledgment of receipt of these plans (in writing) within 5 days via email or letter to the address shown on Page 2. Final plans should be reviewed for any changes that may affect your original work plan. If any changes are required, inform this office immediately. Please follow the "**Plans Transfer Procedures for Utility Submissions**" which can be found via:

<http://www.dot.ga.gov/PartnerSmart/utilities/Documents/EPT/PlanTransfer-ProceduresForUtilitySubmissions.pdf>

Applicable Notice to Proceed information is as follows:

- **No Conflict** between the construction of this project and your facilities
 - Notice to Proceed is furnished only to advise that construction will be in progress very shortly and that you can take the necessary steps to protect your facilities during construction of this project
 - Notify this Office immediately if any conflicts arise during construction of the above project
- **Relocation work covered by a utility agreement with Department**
 - Authorization and Notice to Proceed will be issued at the appropriate time by the State Utilities Office
- **Relocation work covered by a utility agreement with the Local Government**
 - "Notice of Project Award" from the State Utilities Office is your Authorization and Notice to Proceed with your relocation work
- **Work not covered by a utility agreement**
 - Proceed with the adjustment of your facilities in conflict with our proposed construction
 - Complete work within the number of days shown in the approved permit and Utility Adjustment Schedule
 - Note:** Delay costs to the Department's contractor due to the utility owner's failure to complete work on schedule will be charged to the utility owner.
 - Notify this Office immediately in the event it is not possible for your work to be completed in accordance with your schedule
- **Facilities included in Contract**
 - Notice to Proceed is furnished only to advise that construction will begin shortly and to provide plans for your use on the project

This and all current and future construction projects which are regulated under the National Pollutant Discharge Elimination System (NPDES) will require utilities to submit a certification statement or a copy of a Notice of Intent (NOI) to the Department before doing any type of land disturbance on Department Right-of-Way.

If you were required to submit a GUPS permit (as noted on distribution list) to perform specified work on this project; it has been duly executed on behalf of the Department of Transportation. Your approved permit copy has been forwarded to Robert Bell, Area Manager for the required supervision of your work. Before you initiate any utility adjustment work on this project, it will be necessary for you or your representative to contact the Area Manager, to claim your permit copy and identification sign, discuss the beginning of construction date, and methods of complying with permit requirements. Your approved permit and plans are required to be kept on the construction site during all construction.

The Area Manager will set the time that he can furnish the required supervision of your work. Please contact him at least twenty-four hours in advance of your planned construction beginning time. It is suggested that you contact his office by telephone prior to any personal visits. Mr. Bell may be reached by telephone at 706-272-2211. His office is located at 1313 N. Tibbs Bridge Rd, Dalton Ga.

If you have any questions or need additional information concerning this project, please contact:

Kipp Champion at 678-721-5332

Sincerely,
W. Grant Waldrop P.E.
District Engineer

By: Jun Birnkammer
District Utilities Manager



cc:

Nick Fields, State Utilities Administrator (via: e-mail)
Marcela Coll, Utilities Preconstruction Manager (via: e-mail)
Shajan Joseph, Utilities Construction Program Manager (via: e-mail)
Jasmine Chatman, Project Manager (via: e-mail)

DISTRIBUTION: Roger L Flood – AT&T (via: e-mail)

Jon Mounts – AT&T (via: e-mail)

Joe Perrel – AT&T (via: e-mail)

Mayor Donna Whitener – City of Blue Ridge (via: e-mail)

Shannon Payne – City of Blue Ridge Water (via: e-mail)

Frankie Rigdon – Ellijay Telephone Co. (via: e-mail)

Jim Taylor – Ellijay Telephone Co. (via: e-mail)

Benny Crawford – TDS Telcom *(via: e-mail)*

Roger Tate – TDS Telcom *(via: e-mail)*

Tyler Martin – TDS Telcom *(via: e-mail)*

Stacy Chastain – Tri State EMC *(via: e-mail)*

Todd Taylor – Tri State EMC *(via: e-mail)*

Davis Lewis – Tri State EMC *(via: e-mail)*



BUSINESS **2** BUSINESS
ETCBUSINESS.COM

Dear Customer

Enclosed is a Service Agreement renewal for the monthly discount on your service with ETC. It is the same terms as the previous expired Agreement. You may sign and email back to ad@ellijay.com, fax to 706-697-5689 or drop in the mailbox to 224 Dalton St., P.O. Box 0, Ellijay Ga. 30540 to continue your monthly savings. If you have any questions please feel free to contact me. We appreciate your business.

Thanks



Alan Davenport
ETC Business Applications Specialist
224 Dalton St., P.O. Box 0, Ellijay, GA 30540

Email: ad@ellijay.com | **Web:** northganow.com

Office: Ellijay 706.697.5533 | Jasper 706.253.5534 | Blue Ridge: 706.946.5533

CONFIDENTIALITY NOTICE: This email and any attachments are for the exclusive and confidential use of the intended recipient. If you are not the intended recipient, please do not read, distribute or take action in reliance upon this message. If you have received this in error, please notify me immediately by return email and promptly delete this message and its attachments from your computer system.



ETC SERVICE AGREEMENT

This Agreement ("Agreement") is entered into between

Blue Ridge City Water Plant "Customer") and ETC Communications, LLC ("ETC")

For good and valuable consideration, including the mutual promises contained herein, Customer orders from ETC the services identified Agreement ("Agreement") incorporated herein for service ("Service"). Customer and ETC agree that the Service shall be provided pursuant to the rates, charges, terms and conditions set forth in "Item(s) to be Discounted" section, in addition to all federal, state and local taxes that are applicable.

The undersigned representative on behalf of Customer represents that he or she is authorized to enter into this Agreement for Customer, and that he or she and Customer have complied with all legal requirements for entering into this Agreement and to ordering Services pursuant to this Agreement. This Agreement is effective upon the Customer's signature to this Agreement and is subject to and controlled by the Tariff and may be revised from time to time by applicable regulatory authorities.

The term of this Agreement is 36 months. Customer may terminate the Agreement with written notice thirty days prior to termination. Upon termination of this Agreement, prior to the end of the term, ETC shall be entitled to payment of all credits given to Customer under the terms of this Agreement and reimbursement of all installation charges ETC did not charge Customer during the term of this Agreement. Upon the end of the term for this Agreement, all ETC equipment shall be returned that is in Customer's possession.

Item(s) to be Discounted	Discount Percentage or Credit
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Ignite Internet & Telephone Line(s)	<u>25</u> %
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Agreement Start Date: 8-10-2021

Agreement End Date: 8-09-2024

Authorized Customer Signature: _____

Date:

Printed Name: _____

Title: _____

ETC Representative: Alan Davenport AD

Date: 8-10-2021

Printed Name: Alan Davenport _____

Title: Business Applications Specialist



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Thanks



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ETC SERVICE AGREEMENT

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Item(s) to be Discounted

Discount Percentage or Credit

Ignite Internet & Telephone Line(s)

25 %

Agreement Start Date: 8-10-2021

Agreement End Date: 8-09-2024

Authorized Customer Signature: _____

Date:

Printed Name: _____

Title: _____

ETC Representative: Alan Davenport

AD

Date: 8-10-2021

Printed Name: Alan Davenport _____

Title: Business Applications Specialist



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ETCBUSINESS.COM

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Item(s) to be Discounted	Discount Percentage or Credit
--------------------------	-------------------------------

Ignite Internet & Telephone Line(s)	25 %
-------------------------------------	------

Agreement Start Date: 8-10-2021

Agreement End Date: 8-09-2024

Authorized Customer Signature: _____

Date:

Printed Name: _____

Title: _____

ETC Representative: Alan Davenport AD

Date: 8-10-2021

Printed Name: Alan Davenport _____

Title: Business Applications Specialist

QUOTATION TO:

ETC Valued Customer

PROPOSAL:

Contract Savings off your local Dial-Tone

You had signed an ETC Service Agreement that gives you a savings off of your local phone and internet services that you have with ETC.

I wanted to make you aware that your contract has expired on 8.27.21 however ETC has not removed your \$108.02 discount from your ETC statement.

ETC does not do an automatic contract renewal, I have included a contract with this letter, if you Wish to continue to receive the contract savings please sign and return the contract to me thank You and have a blessed day.

Mitchell Pack

**Business Applications Specialist
Office 706-697-5754
Fax 706-697-5689
E-Mail mpack@ellijay.com**



ETC Service Agreement

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Item(s) to be Discounted	Discount Percentage or Credit
<u>TCV-632-2091 & all tied lines</u>	<u>25%</u>
<u>Internet</u>	

Agreement Start Date: 8.27.21

Agreement End Date: 8.27.24

Authorized Customer Signature: _____

Date: _____

Printed Name: _____

Title: _____

ETC Representative: Mitchell Pack

Date: 9.27.21

Printed Name: Mitchell Pack

Title: Business Apps. Specialist

QUOTATION TO:

ETC Valued Customer

PROPOSAL:

Contract Savings off your local Dial-Tone

You had signed an ETC Service Agreement that gives you a savings off of your local phone and internet services that you have with ETC.

I wanted to make you aware that your contract has expired on 8.27.21 however ETC has not removed your 985.65 discount from your ETC statement.

ETC does not do an automatic contract renewal, I have included a contract with this letter, if you Wish to continue to receive the contract savings please sign and return the contract to me thank You and have a blessed day.

Mitchell Pack

Business Applications Specialist

Office 706-697-5754

Fax 706-697-5689

E-Mail mpack@ellijay.com



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Item(s) to be Discounted	Discount Percentage or Credit
<u>706.632-2524 all tied lines</u>	<u>25%</u>
<u>Internet</u>	

Agreement Start Date: 8.27.21

Agreement End Date: 8.27.24

Authorized Customer Signature: _____

Date: _____

Printed Name: _____

Title: _____

ETC Representative: Mitchell Pack

Date: 9.27.21

Printed Name: Mitchell Pack

Title: Business Apps Specialist

QUOTATION TO: ETC Valued Customer

PROPOSAL: Contract Savings off your local Dial-Tone

You had signed an ETC Service Agreement that gives you a savings off of your local phone and internet services that you have with ETC.

I wanted to make you aware that your contract has expired on 8.27.21 however ETC has not removed your \$30.26 discount from your ETC statement.

ETC does not do an automatic contract renewal, I have included a contract with this letter, if you Wish to continue to receive the contract savings please sign and return the contract to me thank You and have a blessed day.

Mitchell Pack

**Business Applications Specialist
Office 706-697-5754
Fax 706-697-5689
E-Mail mpack@ellijay.com**



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Item(s) to be Discounted

Discount Percentage or Credit

<u>706.632-3451 toll free lines</u>	<u>25%</u>
<u>Internet</u>	

Agreement Start Date: 8.27.21

Agreement End Date: 8.27.24

Authorized Customer Signature: _____

Date: _____

Printed Name: _____

Title: _____

ETC Representative: Mitchell Rack

Date: 9.27.21

Printed Name: Mitchell Rack

Title: Business Apps Specialist

ELIGIBILITY DETERMINATION MEMORANDUM

Blue Ridge, City of

FEMA-4600-DR-GA

PA ID 111-08928-00

Applicant type		<input type="checkbox"/> State Agency	<input checked="" type="checkbox"/> Local Government	<input type="checkbox"/> Tribe	<input type="checkbox"/> Private Nonprofit
Grants Manager: <i>Only fill out this section if the project is in Grants Manager.</i>			EMMIE: <i>Only fill out this section if the project worksheet is in EMMIE.</i>		
Project No. 187677			EMMIE Project Worksheet No.		
Version No.			Version No.		
Damage Inventory No. 462671			EMMIE Project Cost		
			Total Amount Obligated		
Project Title: Bullen Gap Road Repairs					
Project Size			Category of Work		
<input checked="" type="checkbox"/> Large <input type="checkbox"/> Small <i>(Potentially subject to Net Small Project Overrun appeal)</i>			C – Roads and Bridges		
Issue(s):					
Amount at Issue: \$280,505.56			Eligibility Issue Type(s) <input type="checkbox"/> Applicant Eligibility <input type="checkbox"/> Facility Eligibility <input type="checkbox"/> Work Eligibility <input checked="" type="checkbox"/> Cost Eligibility		
Amount Denied: \$136,829.81					
Issue Keyword(s): Lack of Documentation					

Project Description:

Severe storms and tornadoes caused extensive damage in the State of Georgia resulting in a major disaster declaration (FEMA-4600-DR-GA) on May 5, 2021. This Presidentially declared major disaster declaration has an incident period from March 25, 2021 to March 26, 2021 and it authorized FEMA Public Assistance (PA) in various Georgia counties. The City of Blue Ridge (Applicant) is a local government entity in a declared county.

The Applicant claims that, as a result of the disaster, Bullen Gap Road (Facility) was damaged by surface flooding and culvert wash out. The Applicant seeks the amount of \$280,505.56 in PA reimbursement for work completed to repair the roadway underdrain culvert. *187677-4600DR-GA-Map-Bullen Gap Road.pdf; 187677-4600DR-GA-Map-Culvert Location.pdf*. The Applicant submitted pictures of the damage and repairs to the culvert and the roads, as well as invoices and proof of payment for the work that was performed. *187677 - DR4600GA - pictures of the damages.pdf; 187677 - DR4600GA - Bullen Gap pictures - road repairs.pdf; 187677 - DR4600GA - Bullen Gap pictures - finished culvert.pdf; 187677 - DR4600GA - Invoices and*

proof of payment; 187677-4600DR-GA-CRC Validation Summary.xlsx; 187677-4600DR-GA-CRC Validation Documents.pdf.

After review of the documentation, FEMA determined that the dimensions provided for the installation and compaction of asphalt is (1,520 Linear Feet (LF) x 21 Feet wide x 2 inches deep). However, "the start and end GPS coordinates provided by the Applicant for the damaged roadway, show it to be approximately 800 LF". As a result, "the Facility was deeply undermined for 700 LF". *Scope of Work – Grants Manager.*

On August 26, 2021, FEMA sent the Applicant a Request for Information (RFI) seeking clarification on the dimensions of the damage and GPS coordinates. *RFI-PRJ-56602.* The Applicant provided dimensions for the damage stating: "The entire length of the roadway (1,520 feet X 21 feet) in the city limits was damaged by floodwater. GPS = 34.855587, -84.336980 to 34.858403, -84.341063 and is within the footprint of the pre-disaster roadway."

FEMA also requested the Applicant "provide any additional Photos depicting all Damage including the entire length of the Roadway, Shoulder, Embankment and Culvert." FEMA determined that the Applicant did not provide adequate photographs to document the entire damage claimed. *187677-4600DR-GA-Photographs-All Applicant Provided Photographs consolidated in one document.pdf.*

Finally, FEMA reached out to the Applicant to confirm that the dimensions of the claimed Facility are correct, to which the Applicant confirmed that 1,520 FT x 21 FT x 2 IN is correct. FEMA also requested maintenance records for the Facility, to which the Applicant stated that there are no maintenance records. *187677-4600DR-GA-PDTFL Email.pdf.*

FEMA states the damage is at 270-LF x 25-FT W x 3-FT D. After review of the provided documentation, FEMA "capped the roadway components damages at 300-LF x 21-FT Wide as the embankment is 270-LF, an additional 15-LF on each side of the Embankment damage was allowed." *Scope of Work – Grants Manager.* FEMA understands that the claimed damage is not adequately documented. The amount of \$136,829.81 is in dispute.

Issue:

Are the costs to repair the Facility eligible for reimbursement under FEMA's PA program if the Applicant has not provided adequate documentation to substantiate its claim?

Applicable Statutes, Regulations, and Policies in Effect as of the Declaration of the Emergency or Disaster:

- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended (Stafford Act), 42 U.S.C. § 5121 et seq. (2019):

Stafford Act § 406(a)(1)(A)

- Title 2 of the Code of Federal Regulations (C.F.R.) (2019):

2 CFR § 200.403(g)

- Title 44 of the Code of Federal Regulations (C.F.R.) (2019):

44 C.F.R. § 206.223(a)

44 C.F.R. § 206.202(d)(1)

- FEMA Policy:

Public Assistance Program and Policy Guide FP 104-009-2 (PAPPG) Version 4 (June 2020)

PAPPG, at 63-65 and 68.

Analysis:

FEMA has the authority to provide grant funding to a state or local government for the repair, restoration, reconstruction, or replacement of a public facility damaged or destroyed by a major disaster and for associated expenses incurred by the government. *Stafford Act § 406(a)(1)(A)*. The item of work must be required due to a declared disaster to be eligible; be located within the designated area; and be the legal responsibility of an eligible applicant. 44 C.F.R. § 206.223(a). The Applicant must identify the eligible scope-of-work and submit all costs for disaster-related damage for funding. 44 C.F.R. § 206.202(d)(1).

FEMA requests information and documentation required to substantiate the eligibility of a project. Documentation should provide the “who, what, when, where, why, and how much” for each item claimed. PAPPG, at 63. FEMA and the Recipient work with the Applicant to evaluate submitted documentation and determine whether it supports eligibility. *Id.* However, it is the Applicant’s responsibility to substantiate its claim as eligible. *Id.* If the Applicant does not provide sufficient documentation to support its claim as eligible, FEMA cannot provide PA funding for the work. PAPPG, at 64. To be eligible costs must be directly tied to the performance of eligible work and adequately documented. 2 C.F.R. § 200.403(g), PAPPG at 65. The Applicant is responsible for providing documentation to demonstrate its claimed costs are reasonable. PAPPG, at 68.

Here, the Applicant is requesting reimbursement for work completed to repair and replace its Facility that sustained culvert washout and road damage as a result of severe weather. The Applicant claimed 1,520 LF of road damage, but the photos nor the documentation provided by the Applicant support the damage claimed. FEMA was only able to validate 300 LF of road damage (270 LF plus 15 FT on each side of the road). FEMA requested further supporting documentation to substantiate the eligibility of the remaining work related to the repair of the Facility, but the Applicant did not demonstrate the extent of damage claimed was disaster related. FEMA also requested maintenance records for the damaged Facility, but the Applicant has not provided these. Since the Applicant did not provide supporting documentation to substantiate the damage is disaster related or provide documentation showing the site’s condition prior to the event, the Applicant’s claim of \$136,829.81 for the remaining portion of the Facility is not eligible. After reducing the ineligible amount of \$136,829.81 from the total of \$280,505.56 requested by the Applicant, the amount of \$143,675.75 remains eligible.

Eligibility Determination: ☐ Partially Approved ☒ Denied

The Applicant's request of \$136,829.81 for the repair of the Facility is denied because the Applicant has not provided adequate documentation to substantiate its claim as disaster related. Therefore, this portion of the project is ineligible under FEMA's PA program. FEMA determines that the remaining \$143,675.75 is eligible (\$280,505.56 - \$136,829.81 = \$143,675.75)

Notice of Right to Appeal:

The Applicant may appeal this determination to the Regional Administrator, pursuant to Title 44 of the Code of Federal Regulations § 206.206, Appeals. If the Applicant elects to file an appeal, the appeal must:

- 1) Contain documented justification supporting the applicant's position;
- 2) Specify the monetary figure in dispute; and
- 3) Cite the provisions in federal law, regulation, and/or policy with which the Applicant believes the initial action was inconsistent.

The appeal must be submitted to the Recipient, Georgia Emergency Management Agency, by the Applicant within 60 days of its receipt of this determination. The grantee's transmittal of that appeal, with recommendation, is required to be submitted to our office within 60 days of the receipt of the Applicant's letter. If you have any questions, please contact the Georgia Emergency Management Agency, Tara Teuta at tara.teuta@gema.ga.gov.

Office of Chief Counsel Reviewer: Douglas Wolgamott, Attorney-Advisor

PHILLIP

Digitally signed by
PHILLIP YOO

Signature: **YOO**

Date: 2021.11.16

09:24:58 -05'00'

Date: _____

Approval:

PA Management: Ricky O. Turley, PAGS

Signature: **RICKY O TURLEY**

Digitally signed by RICKY O
TURLEY
Date: 2021.11.17 09:11:07 -05'00'

Date: _____

Document Index:

Document Description	File Name
Map-Bullen Gap Road	187677-4600DR-GA-Map-Bullen Gap Road.pdf

Map-Culvert Location	187677-4600DR-GA-Map-Culvert Location.pdf
Information requested by the CRC	187677 - DR4600GA - dimensions and additional info requested by the CRC.pdf
Invoices and proof of payment	187677 - DR4600GA - Invoices and proof of payment.pdf
Eligibility Review Worksheet	187677-4600DR-GA-Eligibility Review Worksheet.xlsx
PDTFL Email	187677-4600DR-GA-PDTFL Email.pdf
CRC Validation Summary	187677-4600DR-GA-CRC Validation Summary.xlsx
CRC Validation Documents	187677-4600DR-GA-CRC Validation Documents.pdf
Photos of the damages	187677 - DR4600GA - pictures of the damages.pdf
Photos of repairs	187677 - DR4600GA - Bullen Gap pictures - road repairs.pdf
Photos of repairs	187677 - DR4600GA - Bullen Gap pictures - finished culvert.pdf
Consolidated photos	187677-4600DR-GA-Photographs-All Applicant Provided Photographs consolidated in one document.pdf

FEDERAL EMERGENCY MANAGEMENT AGENCY CONTRACT WORK SUMMARY RECORD						
1. APPLICANT			2. PA ID NO.	3. Project #	Page	of
CITY OF BLUE RIDGE			111-08928-00	187677	1	1
5. LOCATION / SITE	Bullen Gap Road Repairs			6. CATEGORY	4. DISASTER NUMBER	
				C	4600	
8. DESCRIPTION OF WORK PERFORMED				7. PERIOD COVERING		
Restoration of the road, guardrail, culverts and embankment supporting the roadway.						
DATES WORKED	CONTRACTOR	BILLING / INVOICE NUMBER	AMOUNT	COMMENTS - SCOPE		
3/25/2021 to	Johnson Paving	3069	\$ 234,901.40	emergency repairs & road repairs		
to	Johnson Paving	3071	\$ 62,846.00	remove & install new guardrail		
to	Johnson Paving	3072	\$ 2,750.00	restripe Bullen Gap road		
to			\$ -			
to			\$ -			
to			\$ -			
to			\$ -			
to			\$ -			
to			\$ -			
to			\$ -			
GRAND TOTAL			\$300,497.40			
I CERTIFY THAT THE ABOVE INFORMATION WAS OBTAINED FROM PAYROLL RECORDS, INVOICES OR OTHER DOCUMENTS THAT ARE AVAILABLE FOR AUDIT.						
CERTIFIED	TITLE				DATE	

Invoice #	Amount
3069	\$ 214,909.56
3071	\$ 62,846.00
3072	\$ 2,750.00
Grand Total	\$ 280,505.56

Validated Amount W/O Mitigation

Blue Ridge

SCENIC RAILWAY

December 7, 2021

VIA Email Delivery

Mayor Donna Whitener
City Council Members
Blue Ridge City Hall
480 West First Street
Blue Ridge, GA, 30513
(706) 632-2091

RE: BRSE's Proposal to Sublease the Railroad Caboose at 241 Depot St.

Dear Mayor Whitener and City Council Members:

I am writing on behalf of Blue Ridge Scenic Excursions LLC doing business as Blue Ridge Scenic Railway ("BRSE") regarding BRSE's proposal to sublease the railroad caboose located at 241 Depot Street, Blue Ridge, Georgia 30513 (the "Caboose") to Freedom Rail LLC ("Freedom").

As you know, BRSE currently leases the rail depot and Caboose from the City of Blue Ridge ("City") pursuant to a lease agreement dated May 1, 2016 (the "Lease"). The Lease is currently in effect through April 30, 2026.

BRSE has recently entered into a license agreement under which Freedom will provide certain rail bike operations on a portion of BRSE's railroad right-of-way. BRSE and Freedom are excited to provide this all-new attraction that should further highlight the City's scenic beauty, and attract additional visitors to boost the City's vibrant economic growth.

In connection with the rail bike services, Freedom has requested to sublease the Caboose for the limited purpose of selling tickets. Subject to the City's approval, BRSE proposes to sublease the Caboose to Freedom on the following terms:

- **Subordinate to the Existing Lease:** The Sublease will be subject and subordinate to the existing Lease between BRSE and the City, and BRSE and Freedom will be jointly liable to the City pursuant to the terms of the Lease.
- **Limited Use:** Freedom Rail will sublease the Caboose only for the limited purpose of selling rail bike tickets to the general public.
- **Term:** The sublease shall be for an initial term of three (3) years, but shall automatically terminate in the event either the rail bike license agreement and/or BRSE's existing Lease with the City expires and/or terminates.

241 Depot Street, Blue Ridge, GA 30513 • 877.413.8724 • info@brscenic.com

Blue Ridge

SCENIC RAILWAY

- Maintenance: Freedom will accept the Caboose on an "As-Is" basis without any warranties from BRSE and/or the City. Freedom will keep the Caboose free of trash and debris, and shall return the Caboose at the expiration of the sublease in as good a state or repair and condition as currently exists.
- Indemnification: Freedom will broadly indemnify both the City and Blue Ridge from any claims, actions, liabilities and expenses of any nature arising from or related to Freedom's use and occupancy of the Caboose. Freedom will further maintain appropriate commercial general liability insurance and umbrella policies.

BRSE respectfully requests that the City review and approve this sublease proposal at the Special Called Meeting currently scheduled on December 7, 2021.

Please do not hesitate to contact us at (904) 425-5744 if we can provide further information or address any questions. We thank you for your consideration and look forward to continuing to develop our relationship to further maximize the public benefits to the City.

Sincerely,



R. Patrick Dover, Esq.
Assistant Legal Counsel

*****DRAFT*****

FANNIN COUNTY HAZARD MITIGATION PLAN 2021

Including the Cities of Blue Ridge, McCaysville and Morganton



Invoice

Honorable Donna Whitener
Mayor
City of Blue Ridge
480 West First Street
Blue Ridge, GA 30513

November 4, 2021

C&S Project No: B7970.038
Invoice No: 25822

C&S Project B7970.038 Sanitary Sewer Rehab Study

We respectfully submit our invoice for engineering services rendered to date on the above subject project. These services include preliminary investigation into eliminating Aska Road sewage lift station No. 2 by installing gravity sewer main along the creek to the CVS lift station. The potential elimination of the Aska Road lift station would eliminate the rehab cost of this station and also reduce the City's yearly O&M cost for the sewage collection system.

Engineering Services from July 25, 2021 to October 31, 2021

Professional Personnel

	Hours	Rate	Amount
Principal III	6.00	225.00	1,350.00
Senior Professional Engineer I	.25	160.00	40.00
Project Engineer I	51.75	100.00	5,175.00
Project Engineer II	1.75	110.00	192.50
Project Engineer V	5.75	140.00	805.00
Project Engineer VI	.75	150.00	112.50
Totals	66.25		7,675.00
Total Labor			7,675.00
Total this Invoice			\$7,675.00

Please contact me if you have any questions or comments.

Sincerely,


Matt Smith, P.E.

cc: C&S Office - Canton
Donna Whitener (dwhitener@cityofblueridgega.gov)
Alicia Stewart (astewart@cityofblueridgega.gov)
Kelly Crowder (cityclerk@cityofblueridgega.gov)

BILLING SUMMARY

B7970.038 - Sanitary Sewer Rehab Study

[illegible]

Invoice

Honorable Donna Whitener
Mayor
City of Blue Ridge
480 West First Street
Blue Ridge, GA 30513

November 4, 2021
Project No: B7970.010
Invoice No: 25819

Project B7970.010 Downtown Impr: Strm Drainage Ditch(TR1)

We respectfully submit our invoice for engineering services rendered to date on the above subject project. These services include completion of routing options and associated cost estimates for storm drainage improvements and meeting with City Officials and property owners to review. Also included are additional engineering fees associated with evaluation of alternate routes after the meeting based on comments and discussion.

Engineering Services from July 25, 2021 to October 31, 2021

Fee

Billing Phase	Fee	Percent Complete	Earned
Preliminary Engineering	7,500.00	100.00	7,500.00
Engineering Design	38,250.00	85.00	32,512.50
Permitting	10,000.00	50.00	5,000.00
Contract Admin./Constr. Review	16,350.00	0.00	0.00
Total Fee	72,100.00		45,012.50
		Previous Fee Billing	43,100.00
		Current Fee Billing	1,912.50
		Total Fee	1,912.50

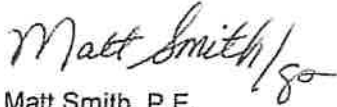
Additional Services

	Hours	Rate	Amount
Principal III	3.25	225.00	731.25
Project Engineer II	7.00	110.00	770.00
Project Manager IX	2.75	205.00	563.75
Design Technician II	6.50	85.00	552.50
Totals	19.50		2,617.50
Total Labor			2,617.50
		Total this Invoice	\$4,530.00

Project	B7970.010	Downtown Impr: Strm Drainage Ditch(TR1)	Invoice	25819
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Please contact me if you have any questions or comments.

Sincerely,

A handwritten signature in cursive script that reads "Matt Smith" followed by a stylized flourish.

Matt Smith, P.E.

cc: C&S Office - Canton

Donna Whitener (dwhitener@cityofblueridgega.gov)

Alicia Stewart (astewart@cityofblueridgega.gov)

Kelly Crowder (cityclerk@cityofblueridgega.gov)

BILLING SUMMARY

B7970.010 - Downtown Improvements: Storm Drainage Ditch (TR1)

[illegible]



